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24 JIMMY AND EDNA GADIANE

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

19 RESIDENCE MUTUAL INSURANCE
20 COMPANY as Subrogee of JIMMY AND
21 EDNA GADIANE,

22 Plaintiff,

23 v.

24 REGAL-BELOIT CORPORATION, a
25 Wisconsin corporation; JAKEL MOTORS
26 INCORPORATED, a Wisconsin
27 corporation; JAKEP INCORPORATED, a
28 Wisconsin corporation; and Does 1
through 25, Inclusive,

Defendants.

Case No. 5:23-cv-00935-SK
**STIPULATED PROTECTIVE
ORDER**

1 Plaintiff RESIDENCE MUTUAL INSURANCE COMPANY as Subrogee of
2 JIMMY AND EDNA GADIANE , and defendants REGAL REXNORD
3 CORPORATION and JAKEL MOTORS INCORPORATED (collectively the
4 “Parties”), by and through their respective counsel of record, hereby enter into this
5 Stipulated Protective Order.

6 1. A. PURPOSES AND LIMITATIONS

7 Discovery in this action is likely to involve production of confidential,
8 proprietary, or private information for which special protection from public disclosure
9 and from use for any purpose other than prosecuting this litigation may be warranted.
10 Accordingly, the parties hereby stipulate to and petition the Court to enter the
11 following Stipulated Protective Order. The parties acknowledge that this Order does
12 not confer blanket protections on all disclosures or responses to discovery and that
13 the protection it affords from public disclosure and use extends only to the limited
14 information or items that are entitled to confidential treatment under the applicable
15 legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing
16 Protected Material), below, that this Stipulated Protective Order does not entitle them
17 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
18 procedures that must be followed and the standards that will be applied when a party
19 seeks permission from the court to file material under seal.

20 B. GOOD CAUSE STATEMENT

21 This action is likely to involve trade secrets, customer and pricing lists, and
22 other valuable research, development, commercial, financial, technical and/or
23 proprietary information for which special protection from public disclosure and from
24 use for any purpose other than prosecution of this action is warranted. Such
25 confidential and proprietary materials and information consist of, among other things,
26 confidential business or financial information, information regarding confidential
27 business practices, or other confidential research, development, or commercial
28 information (including, but not limited to, engineering part print drawings, testing,

1 production information, policies/investigation procedures, field reports, product
2 analysis, and information implicating privacy rights of third parties), information
3 otherwise generally unavailable to the public, or which may be privileged or otherwise
4 protected from disclosure under state or federal statutes, court rules, case decisions,
5 or common law. Accordingly, to expedite the flow of information, to facilitate the
6 prompt resolution of disputes over confidentiality of discovery materials, to
7 adequately protect information the parties are entitled to keep confidential, to ensure
8 that the parties are permitted reasonable necessary uses of such material in preparation
9 for and in the conduct of trial, to address their handling at the end of the litigation,
10 and serve the ends of justice, a protective order for such information is justified in this
11 matter. It is the intent of the parties that information will not be designated as
12 confidential for tactical reasons and that nothing be so designated without a good faith
13 belief that it has been maintained in a confidential, non-public manner, and there is
14 good cause why it should not be part of the public record of this case.

15 2. DEFINITIONS

16 2.1 Action: *RESIDENCE MUTUAL INSURANCE COMPANY as
17 Subrogee of JIMMY AND EDNA GADIANE, v. REGAL-BELOIT CORPORATION, et
18 al.*, Case No. 5:23-cv-00935-SK, United States District Court for the Central District
19 of California, Eastern Division.

20 2.2 Challenging Party: a Party or Non-Party that challenges the
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
23 how it is generated, stored, or maintained) or tangible things that qualify for protection
24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
25 Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
27 their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information

1 or items that it produces in disclosures or in responses to discovery as
2 "CONFIDENTIAL."

3 2.6 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced or
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as
9 an expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association,
14 or other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 which has appeared on behalf of that party, including support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as "CONFIDENTIAL."

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or extracted
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties
9 or their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 trial judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13 Even after final disposition of this litigation, as defined in Section 13 (FINAL
14 DISPOSITION), the confidentiality obligations imposed by this Order shall remain
15 in effect until a Designating Party agrees otherwise in writing or a court order
16 otherwise directs.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection
20 under this Order must take care to limit any such designation to specific material that
21 qualifies under the appropriate standards. The Designating Party must designate for
22 protection only those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material, documents, items,
24 or communications for which protection is not warranted are not swept unjustifiably
25 within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

1 unnecessary expenses and burdens on other parties) may expose the Designating Party
2 to sanctions.

3 If it comes to a Designating Party's attention that information or items that it
4 designated for protection do not qualify for protection, that Designating Party must
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents,
13 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
14 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
15 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
16 portion or portions of the material on a page qualifies for protection, the Producing
17 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
18 markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and
22 before the designation, all of the material made available for inspection shall be
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
24 it wants copied and produced, the Producing Party must determine which documents,
25 or portions thereof, qualify for protection under this Order. Then, before producing
26 the specified documents, the Producing Party must affix the "CONFIDENTIAL
27 legend" to each page that contains Protected Material. If only a portion or portions of
28 the material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the
2 margins).

3 (b) for testimony given in depositions that the Designating Party identify the
4 Disclosure or Discovery Material on the record, before the close of the deposition all
5 protected testimony.

6 (c) for information produced in some form other than documentary and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior
8 of the container or containers in which the information is stored the legend
9 "CONFIDENTIAL." If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall identify the protected
11 portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive the
14 Designating Party's right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court's
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
23 resolution process under Civil Local Rule 37-1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be
25 on the Designating Party. Frivolous challenges, and those made for an improper
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties),
27 may expose the Challenging Party to sanctions. Unless the Designating Party has
28 waived or withdrawn the confidentiality designation, all parties shall continue to

1 afford the material in question the level of protection to which it is entitled under
2 the Producing Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with
6 this Action only for prosecuting, defending, or attempting to settle this Action.
7 Such Protected Material may be disclosed only to the categories of persons and under
8 the conditions described in this Order. When the Action has been terminated, a
9 Receiving Party must comply with the provisions of Section 13 below (FINAL
10 DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 “CONFIDENTIAL” only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to
20 disclose the information for this Action, provided, however, that by signing below,
21 Outside Counsel of Record agrees to be bound by the terms of this Stipulated
22 Protective Order and that each non-attorney given access to Protected Material shall
23 be advised that such Protected Materials are being disclosed pursuant to and are
24 subject to the terms of this Stipulation and Order and that they may not be disclosed
25 other than pursuant to the terms of this Stipulation and Order;

26 (b) the officers, directors, insurers, and employees (including House Counsel)
27 of the Receiving Party to whom disclosure is reasonably necessary for this Action,
28 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A thereto);

2 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
3 is reasonably necessary for this Action and who have signed the “Acknowledgment
4 and Agreement to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
8 to whom disclosure is reasonably necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in the
13 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
14 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
15 not be permitted to keep any confidential information unless they sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
17 agreed by the Designating Party or ordered by the Court. Pages of transcribed
18 deposition testimony or exhibits to depositions that reveal Protected Material may be
19 separately bound by the court reporter and may not be disclosed to anyone except as
20 permitted under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting personnel, mutually
22 agreed upon by any of the parties engaged in settlement discussions.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
24 PRODUCED IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this Action as
27 “CONFIDENTIAL,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to
3 issue in the other litigation that some or all of the material covered by the subpoena
4 or order is subject to this Protective Order. Such notification shall include a copy of
5 this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued by
7 the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this action
10 as “CONFIDENTIAL” before a determination by the court from which the subpoena
11 or order issued, unless the Party has obtained the Designating Party’s permission. The
12 Designating Party shall bear the burden and expense of seeking protection in that court
13 of its confidential material, and nothing in these provisions should be construed as
14 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this Action and designated as “CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this litigation is protected by the
21 remedies and relief provided by this Order. Nothing in these provisions should be
22 construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to produce
24 a Non-Party’s confidential information in its possession, and the Party is subject to an
25 agreement with the Non-Party not to produce the Non-Party’s confidential
26 information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-Party that
28 some or all of the information requested is subject to a confidentiality agreement with

1 a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
3 Order in this Action, the relevant discovery request(s), and a reasonably specific
4 description of the information requested; and

5 (3) make the information requested available for inspection by the Non-Party,
6 if requested.

7 (c) If the Non-Party fails to seek a protective order from this Court within 14
8 days of receiving the notice and accompanying information, the Receiving Party may
9 produce the Non-Party's confidential information responsive to the discovery request.
10 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
11 any information in its possession or control that is subject to the confidentiality
12 agreement with the Non-Party before a determination by the Court. Absent a court
13 order to the contrary, the Non-Party shall bear the burden and expense of seeking
14 protection in this Court of its Protected Material.

15 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
21 persons to whom unauthorized disclosures were made of all the terms of this Order,
22 and (d) request such person or persons to execute the "Acknowledgment and
23 Agreement to Be Bound" that is attached hereto as Exhibit A.

24 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
25 **PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other protection,
28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
2 may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may incorporate their agreement in the stipulated protective order submitted
7 to the Court.

8 12. MISCELLANEOUS

9 12.1 Right to Relief. Nothing in this Order abridges the right of any person
10 to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order, no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in this
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the specific
19 Protected Material at issue. If a Party's request to file Protected Material under seal
20 is denied by the court, then the Receiving Party may file the information in the public
21 record unless otherwise instructed by the court.

22 13. FINAL DISPOSITION

23 Final disposition shall be deemed to be the later of (1) dismissal of all claims
24 and defenses in this Action, with or without prejudice; and (2) final judgment herein
25 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
26 reviews of this Action, including the time limits for filing any motions or applications
27 for extension of time pursuant to applicable law. After the final disposition of this
28 Action, within 60 days of a written request by the Designating Party, each Receiving

1 Party must return all Protected Material to the Producing Party or destroy such
2 material. As used in this subdivision, “all Protected Material” includes all copies,
3 abstracts, compilations, summaries, and any other format reproducing or capturing
4 any of the Protected Material. Whether the Protected Material is returned or
5 destroyed, the Receiving Party must submit a written certification to the Producing
6 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
7 deadline that (1) identifies (by category, where appropriate) all the Protected Material
8 that was returned or destroyed; and (2) affirms that the Receiving Party has not
9 retained any copies, abstracts, compilations, summaries, or any other format
10 reproducing or capturing any of the Protected Material. Notwithstanding this
11 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
12 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
13 deposition and trial exhibits, expert reports, attorney work product, and consultant
14 and expert work product, even if such materials contain Protected Material. Any such
15 archival copies that contain or constitute Protected Material remain subject to this
16 Protective Order as set forth in Section 4 (DURATION).

17 14. Any violation of this Order may be punished by any and all appropriate
18 measures including, without limitation, contempt proceedings and/or monetary
19 sanctions.

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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1 Dated: January 31, 2025

LAW OFFICES OF ROBERT A. STUTMAN,
P.C.

9 Dated: January 31, 2025

HAIGHT BROWN & BONESTEEL LLP

11 By: /s/ Kellie L. Terhufen

12 Kellie L. Terhufen
13 Attorney for Plaintiff
14 RESIDENCE MUTUAL INSURANCE
15 COMPANY as Subrogee of JIMMY AND
16 EDNA GADIANE

11 By: /s/ Steven A. Scordalakis

12 Krsto Mijanovic
13 Steven A. Scordalakis
14 Attorneys for Defendants
15 REGAL REXNORD CORPORATION and
16 JAKEL MOTORS INCORPORATED

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19
20 DATED: February 4, 2025



21 Honorable Steve Kim
22 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on February ___, 2025 in the case of *Residence Mutual Insurance Company as Subrogee of Jimmy and Edna Gadiane v. Regal-Beloit Corporation, et al., Case No. 5:23-cv-00935-SK*. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____